

RECORDATION NO.

7676-C

MAY 20 1976 4 30 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT, dated as of November 1, 1975, among ACF INDUSTRIES, INCORPORATED (hereinafter called the Builder), UNITED STATES TRUST COMPANY OF NEW YORK (hereinafter called the Owner-Trustee), as Trustee under a Trust Agreement dated as of September 1, 1974, with General Electric Credit Corporation, SEABOARD COAST LINE RAILROAD COMPANY (hereinafter called the Guarantor), and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as agent (hereinafter called the Vendor).

WHEREAS the Builder, the Owner-Trustee and the Guarantor have entered into a Conditional Sale Agreement dated as of September 1, 1974 (hereinafter called the Original Conditional Sale Agreement);

WHEREAS the Original Conditional Sale Agreement was filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on October 11, 1974, at 2:40 p.m., and was assigned recordation number 7676;

WHEREAS the Original Conditional Sale Agreement has been amended by an Amendment Agreement dated as of December 10, 1974 (the Original Conditional Sale Agreement, as so amended, being hereinafter called the Conditional

Sale Agreement);

WHEREAS the Conditional Sale Agreement has been assigned by the Builder to the Vendor pursuant to an Agreement and Assignment dated as of September 1, 1974 (hereinafter called the Assignment); and

WHEREAS the parties hereto now desire to amend further the Conditional Sale Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Subparagraph (b) of the first paragraph of Article 16 of the Conditional Sale Agreement is hereby amended to read as follows:

"(b) The Owner-Trustee, the Guarantor or the Lessee shall, for more than 30 days after the Vendor shall have demanded in writing performance thereof, fail or refuse to comply with any other covenant, agreement, term or provision of this Agreement, the Lease Assignment or the Lessee's Consent and Agreement attached to the Lease Assignment on its part to be kept and performed or to make provision satisfactory to the Vendor for such compliance; or"

2. Subparagraph (d) of the first paragraph of Article 16 of the Conditional Sale Agreement is hereby amended to read as follows:

"(d) any other proceeding shall be commenced by or against the Owner-Trustee, the Guarantor or the Lessee for any relief which includes, or might result

in, any modification of the obligations of the Guarantor, the Owner-Trustee or the Lessee hereunder or under the Lease under any bankruptcy or insolvency laws, or laws relating to the relief of debtors, readjustment of indebtedness, reorganizations, arrangements, compositions or extensions (other than a law which does not permit any readjustment of the obligations of the Owner-Trustee or the Guarantor under this Agreement or of the Lessee under the Lease), and, unless such proceedings shall have been dismissed, nullified, stayed or otherwise rendered ineffective (but then only so long as such stay shall continue in force or such ineffectiveness shall continue), all the obligations of the Owner-Trustee, the Guarantor or the Lessee, as the case may be, under this Agreement or the Lease shall not have been and shall not continue to have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees or receiver or receivers appointed (whether or not subject to ratification) for the Owner-Trustee, the Guarantor or the Lessee, as the case may be, or for their respective property in connection with any such proceedings in such manner that such obligations shall have the same status as obligations incurred by such trustee or trustees or receiver or receivers, within 30 days after such appointment, if any, or 60 days after such proceedings shall have been commenced, whichever shall be earlier;"

3. The penultimate paragraph of Article 17 of the Conditional Sale Agreement is hereby amended to read as follows:

"The Vendor shall forbear exercising its rights to declare the unpaid indebtedness hereunder due and payable in accordance with the provisions of the first paragraph of Article 16 hereof and its remedies under this Article 17, if such rights and remedies arise out of an event of default pursuant to subparagraph (b) of the first paragraph of Article 16 hereof caused by default by the Lessee pursuant to subparagraph B of the first paragraph of § 10 of the Lease (other than an event of default caused by a default in the payment of any monetary obligation due under the Lease) or pursuant to subparagraph (d) of the first paragraph of Article 16 hereof (other than an event of default

caused by a proceeding commenced by or against the Guarantor specified in said subparagraph (d)) if, and so long as, all of the conditions set forth in the last two paragraphs of § 10 of the Lease shall be duly and punctually complied with."

4. Except as hereby amended, the Conditional Sale Agreement shall remain in full force and effect.

5. The Assignment is hereby amended to permit the aforesaid amendment to the Conditional Sale Agreement as though originally set forth therein.

6. The Owner-Trustee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 19 of the Conditional Sale Agreement.

7. This Amendment Agreement may be executed in several counterparts, such counterparts together constituting but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

ACF INDUSTRIES, INCORPORATED

by

*W. H. Wilson*  
Vice President

[Corporate Seal]

Attest:

*[Signature]*  
Assistant Secretary

UNITED STATES TRUST COMPANY OF  
NEW YORK, as trustee,

by

Dene R. Scolla  
ASST. Vice President

[Corporate Seal]

Attest:

Thomas B. Zabzowski  
Assistant Secretary

SEABOARD COAST LINE RAILROAD  
COMPANY,

by

Leonard G. Anderson  
Vice President and Treasurer

[Corporate Seal]

Attest:

J. S. Williams  
Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY, as Agent,

by

James H. Clark  
Assistant Vice President

[Corporate Seal]

Attest:

[Signature]  
Corporate Trust Officer

STATE OF NEW YORK, )

) SS.:

COUNTY OF NEW YORK )

On this 20<sup>th</sup> day of April 1976, before me personally appeared W. W. Wilson, to me personally known, who being by me duly sworn, says that he is Vice President of ACF Industries, Incorporated, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lawson M. Lewis

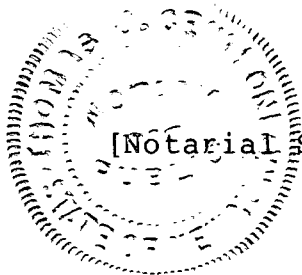
Notary Public

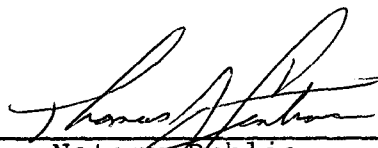
IRWIN M. LEWIS  
NOTARY PUBLIC, State of New York  
No. 60-234777  
Qualified in Westchester County  
Certificate filed in New York County  
Commission Expires March 30, 1977

[Notarial Seal]

STATE OF NEW YORK, )  
 ) ss.:  
COUNTY OF NEW YORK,)

On this 13<sup>th</sup> day of May 1976, before me personally appeared I. R. Scocca, to me personally known, who being by me duly sworn, says that he is **ASST. VICE PRESIDENT** of United States Trust Company of New York, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its By-laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.





Notary Public

THOMAS J. CENTRONE  
Notary Public, State of New York  
No. 41-4624265  
Qualified in Queens County  
Certificate filed in New York County  
Commission Expires March 30, 1978

COMMONWEALTH OF VIRGINIA, )  
 ) ss.:  
CITY OF RICHMOND, )

On this 17th day of May 1976, before me personally appeared Leonard G. Anderson, to me personally known, who being by me duly sworn, says that he is Vice President and Treasurer of Seaboard Coast Line Railroad Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

CW Whitehurst  
Notary Public

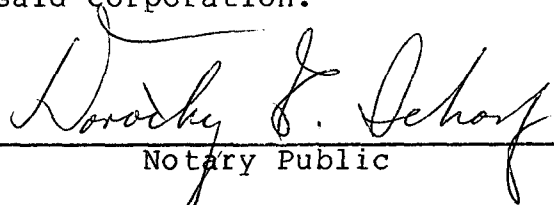
[Notarial Seal]

My Commission expires Apr. 30, 1979



STATE OF MARYLAND, )  
 ) SS.:  
CITY OF BALTIMORE, )

On this 19th day of May 1976, before me personally appeared JAMES H. CLARK, to me personally known, who being by me duly sworn, says that he is an Assistant Vice President of Mercantile-Safe Deposit and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
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Notary Public

[Notarial Seal]

DOROTHY E. SCHARF  
NOTARY PUBLIC  
My Commission Expires July 1, 1979